

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF OKLAHOMA

In re:)
JUAN PABLO VALDEZ) Case No. 24-12446-JDL
Debtor(s)) Chapter 13

**APPLICATION FOR ATTORNEY FEES AND EXPENSES AND
NOTICE OF OPPORTUNITY FOR HEARING AND NOTICE OF HEARING**

NOTICE OF OPPORTUNITY FOR HEARING

Your rights may be affected. You should read this document carefully and consult your attorney about your rights and the effect of this document. If you do not want the Court to grant the requested relief, or you wish to have your views considered, you must file a written response or objection to the requested relief with the Clerk of the United States Bankruptcy Court for the Western District of Oklahoma, 215 Dean A. McGee Avenue, Oklahoma City, OK 73102 no later than 21 days from the date of filing of this request for relief. You should also serve a file stamped copy of your response or objection to the undersigned movant's attorney [and others who are required to be served] and file a certificate of service with the Court. If no response or objection is timely filed, the Court may grant the requested relief without a hearing or further notice.

The 21-day period includes the three (3) days allowed for mailing provided for in Bankruptcy Rule 9006(f).

NOTICE OF HEARING

Notice is hereby given that a hearing on the Counsel's Application for Attorney Fees and Expenses will be heard on February 25, 2025, before the Honorable Judge Janice D. Loyd at 8:30 o'clock a.m. on the 2nd floor courtroom located at 215 Dean A. McGee, Oklahoma City, Oklahoma 73102.

COMES NOW the Debtor's attorney of record in the above styled case, Jeffrey E. West, and requests reimbursement for fees in the amount \$7,537.50 for attorney fees and expenses in the amount of \$40.66 for representation of the Debtor in Debtor's Chapter 13 plan and case to confirm. The debtor's attorney is requesting a total of \$7,578.16 to be paid through the Chapter 13 plan. Debtor's attorney has attached the verified time sheet for all time expended in the amount of \$7,578.16 to this application. The debtor's attorney has attached the

Attorney-Client Contract for Services signed on August 8, 2024, to this application.

WHEREFORE premises considered Debtor counsel requests that this application for attorney fees and expenses be granted and any other relief that he may be entitled to according to bankruptcy law.

Dated: January 23, 2025.

/s/ Jeffrey E. West
JEFFREY E. WEST, OBA #18871
Attorney for Debtor(s)
2525 NW Expressway, Ste 531
Oklahoma City, OK 73112
(405) 616-4949
(405) 225-2700 (fax)
jeff@westbklaw.com

CERTIFICATE OF MAILING

I certify that on the January 23, 2025, a true and correct copy of the above Motion was electronically served using the CM/ECF system, namely: John Hardeman, Chapter 13 Trustee. Further, I certify that on the January 23, 2025 copies of the Motion were forwarded via U.S. Mail, first class, postage prepaid and properly addressed to the following at the addresses shown below:

Aspire Credit Card, Attn: Bankruptcy, Po Box 105555, Atlanta, GA 30348
Capital One, Attn: Bankruptcy, Po Box 30285, Salt Lake City, UT 84130
Citibank/The Home Depot, Citicorp Cr Srvs/Centralized Bankruptcy, Po Box 790040, St Louis, MO 63179
Comenity Capital/Acadmy, Attn: Bankruptcy, Po Box 182125, Columbus, OH 43218
Crb/momnt, 4 Concourse Parkway, Sandy Springs, GA 30328
Crconnauto, 2725 S Midwest Blvd, Midwest City, OK 73110
Destiny Card, PO Box 23030, Columbus, GA 31902-3030
First Electronic Bank, 2150 S 1300 E #400, Salt Lake City, UT 84106
First Fidelity Bank, Attn: Bankruptcy, Po Box 32282, Oklahoma City, OK 73123
First Premier Bank, Attn: Bankruptcy, 601 S Minneapolis Ave, Sioux Falls, SD 57104
Fnb Omaha, Attn: Bankruptcy, P.O. Box 3128, Omaha, NE 68103
Freedom Mortgage Corporation, Attn: Bankruptcy, 907 Pleasant Valley Ave, Ste 3, Mt Laurel, NJ 08054
FreedomPlus, Attn: Bankruptcy, 1875 South Grant St, Ste 400, San Mateo, CA 94402
Genesis FS Card Services, Attn: Bankruptcy, Po Box 4477, Beaverton, OR 97076
Huberto Trejo, c/o Cody Kerns, 1741 W 33rd St STe 120, Edmond, OK 73013
Humberto Trejo Dominguez, 515 SW Grand Blvd, Oklahoma City, OK 73109
IRS, Attn: Legal Division, PO Box 7346, Philadelphia, PA 19101-7346
Jefferson Capital Systems, LLC, Attn: Bankruptcy, 200 14th Ave E, Sartell, MN 56377
Kruger Investment Company, 105 N Hudson Ste 200A, Oklahoma City, OK 73102
McCalla Raymer Leibert Pierce LLC, 1544 Old Alabama Rd, Roswell, GA 30076
Minto Money, PO BOX 58112, Minto, AK 99758
Momnt Loan, 4 Concourse Pkwy #150, Atlanta, GA 30328
PenFed CU, 2930 Eisenhower Ave, Alexandria, VA 22314
PNC Financial Services, Attn: Bankruptcy, 300 Fifth Avenue The Tower At Pnc Plaza, Pittsburgh, PA 15222
Synchrony Bank/Care Credit, Attn: Bankruptcy, Po Box 965060, Orlando, FL 32896
Synchrony Bank/HHGregg, Attn: Bankruptcy, Po Box 965060, Orlando, FL 32896
Synchrony Bank/JCPenney, Attn: Bankruptcy, Po Box 965060, Orlando, FL 32896
Teague & Wetsel, PLLC, 1741 W 33rd St #120, Edmond, OK 73013

JEFFREY E. WEST, Attorney

2525 NW Expressway, Ste 531

OKLAHOMA CITY, OK 73112

Phone 405-616-4949

jeff@westbklaw.com**INVOICE**

Invoice #1028

Date: 1/23/2025

/s/ Jeffrey E. West, OBA #18871

Jeffrey E. West, Attorney for Debtors

To:

Juan Valdez

9808 S Hillcrest Drive Oklahoma

OKC, OK 73159

405-430-4570

For:

Chapter 13 Bankruptcy

DATE	MATTER	DESCRIPTION	HOURS	RATE	TOTAL
8/8/2024	Initial	Met with Debtors discussed Chp 13 options	2	0	\$0.00
8/30/2024	Petition	Petition prepared and signed and reviewed by Debtor and filed with the Court	2	\$250.00	\$500.00
9/11/2020	Documents	Documents for 341(a) sent to Trustee for review	1	\$250.00	\$250.00
9/16/2024	TFS	Enrolled Debtor in person for TFS	0.5	\$250.00	\$125.00
9/29/2024	FMC	Filed FMC for Debtor	0.3	\$250.00	\$75.00
9/30/2024	Motion to Lift Stay	Received and reviewed Trejo Humberto's Motion to Lift Stay and discussed with debtor 33 pages and CJ-20-547 documents filed in OK County 277 pages	4	\$250.00	\$1,000.00
10/3/2024	Prepare for 341(a)	Emails to Trustee and prepare for 341(a) Issues	1	\$250.00	\$250.00
10/9/2024	Paystubs	Filed amended Paystubs for Debtor	0.5	\$250.00	\$125.00
10/10/2024	341(a)	Conducted 341(a) with Debtor	0.5	\$250.00	\$125.00
10/17/2024	Means Test	Prepared and Filed amended Means Test for Debtor	1	\$250.00	\$375.00
10/18/2024	Order MTN for Relief from Stay	Received and review Ord of MTN for Relif and discussed with debtor	0.5	\$250.00	\$125.00
10/28/2024	State Hearing	Received and reviewed Trejo Humberto's State Court Case and Notice of hearing and discussed with debtor	1.5	\$250.00	\$375.00
10/31/2024	Trustee Objection	Reviewed Trustee's Objection	0.2	\$250.00	\$50.00
11/1/2024	Rule 2004	Received and reviewed Trejo Humberto's Request for 2004 Hearing and discussed with debtor	0.5	\$250.00	\$125.00
11/2/2024	Proof of Claim	Received and reviewed PC from Mortgage company and discussed with Debtor	0.5	\$250.00	\$125.00
11/13/2024	Amd Plan	Prepared, reviewed with Debtor and filed Amended Plan	2	\$250.00	\$500.00
11/13/2024	Mailing	Amended plan mailed			\$40.66
11/13/2024		Filed Certificate of service filed	0.2	\$250.00	\$50.00
11/5/2024	Email	Review Humberto's Attorney Witness/Exhibit List and discussed with Debtor	0.5	\$250.00	\$125.00
11/6/2024	Witness/Exhibit List	Review Humberto's Attorney Email about Stipulation and discussed with debtor	0.5	\$250.00	\$125.00
11/6/2024	Email	Review Humberto's Attorney Email about Settlement and discussed with debtor	1	\$250.00	\$250.00
11/8/2024	Email	Review Humberto's Attorney Email about Stipulation and	0.5	\$250.00	\$125.00
11/9/2024	Proof of Claim	Received and reviewed Trejo Humberto's Proof of Claim and discussed with debtor	0.5	\$250.00	\$125.00

11/13/2024	Amd Plan	Met with debtor and prepared and filed amended plan	1.50	\$250.00	\$375.00
11/13/2024	Mailing	Mailed Amd Plan and filed Certificate of Service	1	\$250.00	\$250.00
11/21/2024	Emails	Emails and phone calls from and to Cody Kearns regarding settlement of Humberto Trejos objection	1.5	\$250.00	\$375.00
11/25/2024	AMD PC	Received and reviewed PC from Mortgage company and discussed with Debtor	0.5	\$250.00	\$125.00
4/11/2024	Email x 3	Freedom Mortgage to resolve mortgage arrears	1	\$250.00	\$250.00
12/24/24	TFS	Met with Debtor to change his TFS Payment	0.50	\$250.00	\$125.00
4/11/24	Email	Received and reviewed Trejo Humberto's objection to plan and discusse with debtor	0.15	\$250.00	\$37.50
12/31/2024	Objection	Received and reviewed Trejo Humberto's Objection and discussed with debtor 109 pages	3.00	\$250.00	\$750.00
1/6/2025	App/Ord	Prepare and file App/Ord to cont confirmation because attorney Cody Kearns could not appear on 1-7-22.	0.50	\$250.00	\$125.00
1/21/2025	Prepare for Confirmation hearing	Prepared and reviewed all the documents filed by Cody Kearns to prepare for 2pm Confirmation Hearing before Judge Loyd	3.00	\$250.00	\$750.00
1/22/2025	Confirmation Hearing	Met with Debtor to discuss testimony prior to hearing and explain Order after hearing; conducted hearing before Judge Loyd	3.00	\$250.00	\$750.00
				\$250.00	\$0.00
August 2024 to present	Emails	Emails to Debtor regarding case and status 50 mails		\$250.00	\$0.00
August 2024 to present	Phone calls	Phone Calls to Debtor regarding case and status 20 emails	2.00	\$250.00	\$500.00
8/9/2024	Retainer Paid	\$410.00 cost/\$1800.00 fee	TOTAL		\$9,378.16
			Retainer		-\$1,800.00
			Balance		\$7,578.16
			Due		

Make all checks payable to JEFFREY E. WEST

Total due in 15 days. Overdue accounts subject to a service charge of 1% per month.

Thank you for your business!

**ATTORNEY-CLIENT AGREEMENT FOR BANKRUPTCY SERVICES
AND LIMITED POWER OF ATTORNEY**

I. PARTIES

This agreement is entered this 8 day of August, 2024, between **Jeffrey E. West, (hereinafter "Attorney") with Bankruptcy Counseling Center of Oklahoma**, a federally designated debt relief agency which helps people file for bankruptcy (hereinafter "Attorney"), and Juan Valdez (hereinafter "You").

You hereby retain(s) Attorney to represent you in a Chapter 13 bankruptcy proceeding. Attorney agrees to use our best efforts and abilities in representing you in any such proceeding. previous CH 7 2017

II. ATTORNEYS FEES COSTS ASSOCIATED WITH FILING THE CASE:

For basic services rendered as stated in Paragraph III below, You promise to pay Attorney an attorney's fee of 4000 plus court costs of 410. All Chapter 7 attorney fees must be paid prior to the filing of your case. If you are filing a Chapter 13, your fees may be scheduled to be paid through the Chapter 13 plan as follows:

THE FILING FEE WILL BE COLLECTED FIRST FOLLOWED BY THE ATTORNEY FEE. THE TOTAL FEE/COSTS ARE TO BE PAID PRIOR TO FILING OF THE CASE. \$410.00 COST FIRST THEN ATTORNEY FEE OF \$2000.00 TOTAL \$2410.00.

In the event You elect to file a Chapter 13 case and that case is dismissed for any reason, the remaining fee balance, if any, shall be due and payable by You. Should You fail to pay the fee balance within ten (10) days of dismissal, Attorney may retain our own lawyers to collect the fee **You owe without further notice, in which event You shall additionally be responsible for our attorney's fees calculated at a minimum \$500.00 of the fee balance, and for our court costs. The \$500.00 fee is non-refundable based on the minimum hours worked to open and prepare your case for filing.** You agree that in the event your case is converted to a Chapter 7 case, You shall be responsible for an additional attorneys' fee for services we will provide to You that relate to Chapter 7. If You choose to convert your Chapter 13 case to a Chapter 7, YOU will be responsible for the attorney fee of \$750 and court cost of \$25. In the event of conversion, any fees due under this agreement may be collected from funds paid to the Chapter 13 Trustee but will not exceed the combined agreed fees for the two (2) agreements.

III. MINIMAL BASIC SERVICES

For the fee established in Section II above, Attorney agrees to provide to You basic legal services reasonably necessary to properly represent You before the Bankruptcy Court in connection with your case during the first 5 months after filing the case. Basic services include, but are not limited to, advice to You before and during the case concerning the nature and effect of bankruptcy, preparation and filing of statements and schedules, representation at your 341 Meeting of Creditors, preparation of any valid, supportable defense in the event of a motion to dismiss or motion for relief from stay in up to three matters during the first year of the case, preparation of motions to avoid liens in up to three matters during the 3 months of the case, and preparation of any request by you to add creditors to your Chapter 13 plan during the first 2 months after filing the case for an additional fee of \$150 for up to 5 creditors, or to your Chapter 7 after filing of the case and prior to your discharge. Preparation and Negotiation with Creditors on Reaffirmation Agreements in Chapter 7 cases only. Other regular and routine services are included but may not be limited to submitting requests for payment histories from the Chapter 13 Trustee. This contract does not obligate Attorney to provide advice and/or representation which is not bankruptcy related and does not cover services related to enforcement of laws concerning fair credit reporting or fair debt collection. Any request by You for legal services not directly related to your bankruptcy case requires a separate agreement.

IV. NON-BASIC SERVICES AND ADDITIONAL FEES

Some cases require legal services which are not considered basic and will usually result in Attorney asking the Court to approve additional fees beyond the fee quoted in Section II. The following services are not covered by the standard base fee, and additional compensation for these services may be awarded by the Court:

1. **Motion to Modify Plan Post-Confirmation. \$750.00 FEE PAID THROUGH THE CHAPTER 13 PLAN.**
2. **Motion for Authority to Sell Real Property for a fee of \$188.00 plus mailing costs of \$62.00 per motion. MUST BE PAID PRIOR TO FILING THE MOTION.**
3. **Application to Incur Debt to purchase a vehicle/home. \$750.00 PER MOTION PAID THROUGH THE CHAPTER 13 PLAN.**

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Jeffrey E. West, Attorney At Law, Bankruptcy Legal Counseling Center of Oklahoma
We are a federally designated debt relief agency. We help people file bankruptcy.

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4. Defense of Motion to Dismiss IN CHAPTER 7/13 CASES.
5. Filing of formal Motions or Responses pertaining to four or more matters arising during the first 3 MONTHS OF CHAPTER 7/13 CASES, including but not limited to the following:

1. Motion to Use Interrogatories, and Interrogatories
2. Motion for Turnover
3. Motion for Turnover
4. Uncontested Lien Avoidance
5. Motion to Avoid Judicial Lien
6. Motion to Substitute Collateral
7. Motion to Substitute Collateral
8. Defense of Motion for Relief from Stay and/or Co-Debtor Stay
9. Handling of an insurance inquiry received in Chapter 7 cases within 3 months prior to discharge. In
10. Chapter 13 cases throughout the time of the confirmed plan.
11. Motion for Hardship Discharge
12. Objection to Claims
13. Notice to Abandon Property
14. Preparation of Reaffirmation Agreements and Motions to Redeem, if needed
15. Any other service that, in the discretion of the Bankruptcy Court, reasonably warrants additional compensation.

SERVICES NOT INCLUDED IN THIS CONTRACT:

1. Prosecution or Defense of Adversary Proceedings.
2. Actions to enforce the automatic stay,
3. Representation in any discharge ability action
4. Actions to enforce the automatic stay,

If additional compensation is sought for the above services, Attorney will seek approval from the Court for the Presumptive Non-Base Fee amount contained in the statement of approved compensation published by the Clerk of the bankruptcy court and in effect as of the date the services are rendered. If the service is one for which no presumptive non-base fee has been established, Attorney will seek compensation in the amount of \$250.00 per hour for attorney time and \$125.00 per hour for paralegal/legal assistant time spent on the service.

V. CLIENT RESPONSIBILITIES

All advice given to you at your case evaluation was based on information YOU provided at said appointment and was based on your financial situation at the time of said appointment. You agree not to change your financial situation by selling, transferring, or purchasing real or personal property, or by incurring additional debt, after your case evaluation without first discussing the effects of doing so with your attorney. You understand if your financial situation changes after your case evaluation, that advice provided by your attorney may no longer be valid.

You agree to provide Attorney with information that is true and correct to the best of your knowledge and to the best of your ability to verify it and understand that providing false or incomplete information can result in severe penalties from the Bankruptcy Court, including denial of discharge, fines, and/or imprisonment.

You understand that after you file bankruptcy, all your real and personal property becomes property of the bankruptcy estate, and you must obtain written permission from the Bankruptcy Court to sell or dispose of any said property.

You understand that if you are filing Chapter 13, you are not allowed to incur debt during the term of your bankruptcy without obtaining written permission from the Bankruptcy Court.

If you are filing Chapter 13, you understand that it is your responsibility to make sure that payments are submitted in a timely

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manner, whether the payment is made directly by you or by payroll deduction. It is your responsibility to make sure money deducted from your check is submitted to the court.

If you are filing Chapter 13, you understand that your initial payment is a proposed payment. You understand that if the Chapter 13 Trustee or the Court sees the need to increase your payment to pay your creditors the amounts allowed to them within a timely manner, the payment may be increased. You understand that if your payments are not timely made to the Trustee, your case may be dismissed by the Court, and you will lose the protection of bankruptcy. You understand that if your case is dismissed, refiling a subsequent case may not offer you the same protection from creditors that an initial filing provides.

You agree to provide Attorney with a current employer, mailing address, and phone number where you can be reached during the term of our representation. Attorney will not be responsible for any adverse action taken on your case resulting from your failure to respond to correspondence or phone calls, or because of your providing incomplete or inaccurate information.

You acknowledge that you understand that you must review your schedules and statement of financial affairs carefully before signing your petition to ensure that ALL assets, debts, income, and expenses are accurate and fully disclosed. You understand that ALL information requested by your petition must be disclosed. You understand that some creditors may stop sending billing statements after your filing bankruptcy, but if the debt is one that You are to pay directly to the creditor, the payment will still be due. You understand that in some bankruptcy cases, a lien will remain on property owned by you even if the debt owed is discharged.

VI. INDEMNIFICATION

You agree that if Attorney has occasion to incur fines, penalties, or sanctions resulting from inaccurate, false, or incomplete information provided by you, that you will indemnify Attorney for any money it is required to pay.

VII. LIMITED POWER OF ATTORNEY

In the event your Chapter 13 case is dismissed or converted to another Chapter, You grant Attorney a limited power of attorney to apply funds on hand with the Chapter 13 Trustee that would otherwise be forwarded to You or others towards the balance of your Chapter 13 fee by granting to Attorney the right to file a fee application. We shall give You an accounting of all funds so applied.

Your signature on this contract also grants us the limited Power of Attorney to obtain your tax information from anyone with whom you have consulted regarding tax returns or preparation or the Internal Revenue Service, including but not limited to, copies of your tax returns and/or transcripts.

VIII. TERMINATION OF LEGAL SERVICES

You and Attorney agree that the services to be rendered by Attorney shall be considered terminated upon the dismissal of your bankruptcy case, or upon the completion and entry of discharge by the Bankruptcy Court in your bankruptcy case, except for instances where You request Attorney to enforce the permanent injunction as provided for in 11 USC Section 524. (A separate retainer will be required for these services.)

In the event this agreement requires payment of a retainer and court costs as a pre-condition of filing, and the check or other method of payment used by You is dishonored, You agree that Attorney may withdraw from representing You after notice to You.

Additional grounds for termination of representation and withdrawal include, but are not limited to ethical concerns, Your failure to provide documents and information necessary to draft the petition and schedules within a reasonable time, your failure to keep Attorney informed of your current employment, mailing address, and a phone number where you can be reached, and/or giving false or misleading statements to Attorney regarding income, expenses, liabilities or assets. In the event Attorney discovers that any of these circumstances exist, you agree that Attorney may withdraw upon written notice to you.

IX. RETENTION AND DISPOSITION OF FILES

It is the general policy of Attorney to maintain files for bankruptcy cases for five (5) years starting from the date we close your file. We encourage you to maintain a separate personal file of all bankruptcy related matters. Our file is generally closed upon dismissal or discharge of the case by the Bankruptcy Court. The contents of our files are destroyed at the expiration of this five-year period, unless You request return of your file. Such requests must be in writing and must be submitted to Attorney prior to expiration of the five-year period. Since we will be sending You all documents filed with the Court related to your case, should you ask for a copy of your file after it is closed, we will charge You a reasonable retrieval and copying fee of \$25.00 plus 10 cents per page.

X. SIGNATURE AUTHORIZATION AND COMMUNICATION

Your signature on this contract shall be authorization for Attorney to file a bankruptcy petition for You via the Bankruptcy

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Court's Electronic Case Filing System ("ECF"), and all other subsequent court filings through ECF. You agree that we can provide copies of documents regarding your bankruptcy case to You by either US mail or electronic mail as you request below. You agree and understand that the request to change the designation for preferred method of sending You documents must be submitted to us in writing. You agree and understand that it is your responsibility to always provide us with a correct and current US mail or e-mail address for You during the bankruptcy case.

Please select: ☐ I/we want to receive all correspondence from my attorney via US Mail.
☒ I/we want to receive all correspondence from my attorney via electronic mail.

NOTE: This designation for receipt of mail can only be changed by You submitting a notice in writing to us.

XI. RECEIPT OF MANDATORY NOTICE AND DISCLOSURES

The Bankruptcy Abuse Prevention and Consumer Protection Act of 2005 requires us to provide mandatory notices/disclosures to You. Your signature on this contract shall be acknowledgement by You that You have received, read and understand the three (3) separate documents entitled "Section 342(b) Notice", "Section 527(a) Disclosure", and "Section 527(b) Disclosure".

XII. CIRCULAR 230 DISCLOSURE

To ensure compliance with requirements imposed by the IRS, unless specifically indicated otherwise, any tax advice provided to you by Attorney, whether written or verbal, in this communication or any other provided to you during the term of our representation, was not intended or written to be used, and cannot be used for the purpose of avoiding tax-related penalties or promoting, marketing or recommending to another party any tax related matter addressed herein or in any such communication.

XIII. ENTIRE AGREEMENT

The entire contract between You and Attorney is contained in this instrument. We both agree to all of the terms and conditions set forth herein and acknowledge that we have read and understand this agreement.

Preferred email address: Juan Valdez1969 Cash . @ gmail . com

Juan Valdez
Client Signature (Debtor)

Juan Valdez
Client Printed Name (Debtor)

Client Signature (Spouse/Co-Debtor)

Client Printed Name (Spouse/Co-Debtor)

by: Jeffrey E. West
Jeffrey E. West, Attorney

Dated: 8-8 2024.